



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF GENERAL SERVICES

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P LEIB, DIRECTOR

REQUEST FOR PROPOSAL (RFP) PS-# 926
PROBATION AUTOMATED CASE MANAGEMENT SYSTEM

August 18, 2006

The County of San Luis Obispo is soliciting proposals for a new automated case management system for the Probation Department.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any formalities.

Please refer to the attached CD for additional documents. (Attachments A and B)

If your firm is interested and qualified, please submit your proposal to:

County of San Luis Obispo
Central Services Division
1087 Santa Rosa Street
San Luis Obispo, CA 93408
Attn: Phill Haley, Purchasing Agent

Proposals must be received by mail, recognized carrier, or hand delivered **no later than 4 PM PST on October 20, 2006**. Late proposals will not be considered. Submit ten (10) printed copies and ten (10) electronic copies of your proposal in Microsoft Word or Adobe PDF file format. The original submission shall be clearly marked "ORIGINAL." A representative authorized to commit the proposing entity in contractual matters must sign the copy marked "ORIGINAL." Proposals submitted in response to this RFP shall be typed on 8 ½ x 11 white paper, printed on two sides, and bound.

If you have any questions about the proposal process, or would like an electronic copy of the RFP, please contact Phill Haley at (805) 781-5904 or by e-mail at phaley@co.slo.ca.us. You may also visit our website at www.co.slo.ca.us/purchasing and click on "Current Formal Bids and Proposals" to obtain an electronic copy. All other questions regarding the RFP content and specifications must be made in writing as described in the RFP.

PHILL HALEY
Buyer - Central Services Division

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1 Introduction

1.1 Nature of the Project

The County of San Luis Obispo is seeking to acquire an automated case management system for the Probation Department (hereinafter, "Department"). This system will replace an existing mainframe system that has been in existence for many years. The objective of the Probation Department is to have all of its major operational functions automated with a new system and to be able to communicate with the systems of allied agencies.

1.2 The County of San Luis Obispo

San Luis Obispo County is one of the original 11 counties established in 1850. It is located mid-way between San Francisco and Los Angeles and is bordered by the Counties of Monterey, Kern, and Santa Barbara, and also by the Pacific Ocean. The County consists of some 3,125 square miles and is home to over 260,500 persons (2004). San Luis Obispo County has 22 departments and approximately 2,500 employees. Additional information about the County can be accessed via the web at: www.co.slo.ca.us.

1.3 Scope of the Project

The Department is seeking to implement a case management system that will automate its functions in the areas of adult and juvenile field and court services, juvenile detention, and revenue recovery (collections). The Department is seeking to improve daily operational activities, case and offender information management, mandated reporting requirements, statistical information collection, revenue collection and disbursement, juvenile hall population management, and other related areas. The Department anticipates that improvements in these and other areas will ultimately increase its effectiveness and enable it to better meet its core mission objective of public safety.

1.4 The San Luis Obispo County Probation Department

The San Luis Obispo County Probation Department is a locally based community corrections agency charged with the supervision of offenders placed on probation and with providing recommendations to the local courts regarding sentencing or disposition. The Department oversees both adult and juvenile offender populations, and operates a 45-bed juvenile detention facility. The Department also performs a wide variety of collections activities associated with the payment and disbursement of fines, fees, and restitution. Presently the Department supervises some 2200 adult offenders and 500 juvenile offenders. The Department also receives some 6800 annual referrals for various reports from the criminal and juvenile courts. The juvenile hall processes about 100 admissions each month. There are approximately 160 persons employed by the Department, including approximately 100 sworn peace officers.

1.5 Major Divisions of the Probation Department

For purposes of this Request for Proposal, the Department operates along four major operational divisions as noted below. Each of these divisions has significant needs for automation in nearly all aspects of their operations.

1.5.1 Court and Field Services (Adult and Juvenile)

While adult and juvenile operational functions are separated by units and have distinct chain-of-command structures, their automation needs in the areas of investigations and supervision are essentially the same. Thus, they are grouped together for purposes of this Request for Proposal.

The Department is charged with providing probation supervision to adult and juvenile offenders. Most of those under the Department's supervision are formal cases where a sentence or disposition has been rendered. The Department also oversees diversion and deferred entry of judgment cases for both populations. The Department operates formal adult and juvenile drug courts and dedicates resources for supervising adult offenders sentenced pursuant to Proposition 36. The Department also has specialized units for supervising offenders with mental health diagnoses, gang related convictions, family violence histories, and sex offenses.

Supervision officers also serve on a variety of inter-agency task forces or early intervention groups. These include a system of care with juvenile offenders, a gang officer, and a Department representative on the multi-agency narcotics task force.

Officers in the Juvenile Division are deployed at a number of county community school sites as well as public school sites in two local school districts.

The Department prepares a variety of reports for the criminal and juvenile courts. These are often detailed in nature and may involve complex prison commitment cases, but also include reports generated for lesser matters such as ex parte applications or standard reports regarding progress in treatment or placement programs. The timeframes available to the Department to prepare and submit these reports range from a few days to a few weeks.

1.5.2 Juvenile Detention

The Department operates a small juvenile detention facility that maintains a daily population average of about 40 juvenile offenders. Those detained may be awaiting an initial or further hearing, serving a commitment period, or awaiting transfer to another facility or county. Many juveniles brought there by law enforcement agencies for less serious offenses are kept temporarily until they can be released to a responsible party. The nature of offenses necessitating detention range from serious violent acts to probation violations.

The juvenile hall has a kitchen that prepares three meals each day of the week as well as a number of daily snacks. Basic medical care is offered by a complement of nursing staff and a court school is operated on the units.

The juvenile hall also operates a home supervision component where some 20 juvenile offenders are allowed to remain at their homes under strict conditions in lieu of being incarcerated.

1.5.3 Revenue Recovery (Collections)

The Department employs a complement of collections officers to set up collections cases, receive and distribute court-ordered restitution, fines, and fees, monitor payment accounts, and collect on delinquent cases through a variety of means including tax intercept efforts. The Department does not outsource any of its revenue recovery efforts and maintains a stand alone automated system that the Department hopes to replace with a new comprehensive system.

1.5.4 Ancillary Services

The Department is responsible for reporting statistical data to a number of external entities including the State of California and the Federal Government. These include the Juvenile Court and Probation Statistical System (JCPSS) report and monthly juvenile placement activities. The Department also requires statistical information to report on performance measures for local needs, to compare against statewide trends with other probation agencies, and to effectively compete for limited grant funds that periodically become available. The ability to produce standard statistical reports as well as make ad hoc queries for non-standard needs is an important aspect of the Department's mission.

The Department also depends on the ability of supervisory personnel to view caseload and workload information on subordinates for a variety of purposes. Supervisors need the ability to make corrections, overrides, and assignments regarding caseloads and workloads whenever appropriate.

1.6 Problem Definition

Various County agencies, including the Probation Department, will be moving off of the present local mainframe system over the course of the next few years. Those agencies with interests in justice matters will be able to access an integrated criminal justice information system that will be implemented at the county level. It is anticipated that any case management system that the Probation Department implements as a result of this request for proposal will be able to integrate fully with that system. A system that will enable full integration will allow for the exchange of information between the Probation Department and other key justice partners such as the Sheriff's Office, District Attorney's Office, the Courts, and various law enforcement agencies.

The current mainframe system has been in use for some twenty years and is widely considered to be antiquated and in need of replacement. Methods of obtaining information from it are not user-friendly and don't support an efficient workflow. Additionally, it lacks the capability to perform many case management functions required by the Probation Department. Department staff members use a variety of other programs (principally Microsoft Office products) to meet operational requirements with the result being a lack of uniformity, consistency, and ready access to information. The system also lacks the ability to take full advantage of available technology. An automated case management system adopted by the County for use in the Probation Department will be expected to dramatically increase efficiency, effectiveness, and provide the ability for the Department to significantly improve upon its daily operational activities in all areas of the Department.

1.7 Functional and Technical Requirements

The functional and technical requirements matrixes are provided for this RFP as a separate Excel spreadsheet document found on the attached CD. (Attachment A.)

The sample forms provided as a Zip file for this RFP are the forms most commonly used by the Probation Department. They are also the forms the Department expects to be included in the proposed system as templates, and can be found on the attached CD as well. (Attachment B.)

Attachments A and B can also be obtained electronically by visiting the following website at www.co.slo.ca.us/purchasing, and clicking on “Current Formal Bids and Proposals”.

2 General County Technological Considerations

2.1 County Information Technology Environment

A Gartner study established a strategic imperative to move from the mainframe towards Microsoft architecture. Vendors are encouraged to use Microsoft architecture but proposals based on other technologies will be considered.

County Departments are standardized on Microsoft Office products with some limited use of WordPerfect and Lotus.

2.1.1 Wide Area Network (WAN)

Wide Area Networking is provided over County-owned fiber optic and leased data circuits that are supported through the ITD network group and provides services to approximately 120 remote locations throughout the County. The network group supports ATM, Frame Relay, Token-ring, 10/100Mbps and 1000Mbps Ethernet protocols.

County-owned fiber is available geographically throughout the County; the County’s plan has been to continue to convert to fiber and high-speed data communications on a regional/campus basis. Leased-line services are provided by local telecom vendors although need for services has been decreasing due to an increase in fiber availability.

The County network provides VPN capabilities that can support 500 concurrent users with 128 bit encryption

The County runs a fully certified security zone (DMZ) with redundant firewalls.

The majority of the County is based on a fiber network which does not experience significant bandwidth issues; however, several remote departments are connected via T-1 lines which occasionally experience performance issues.

ITD is in the process of expanding central computing operating system capabilities to provide technical support for the County’s “extranet” and to develop infrastructure to support Internet, Intranet, and e-Government needs.

Internet connection is provided via two local telecom vendors.

2.1.2 Network Operating Systems (NOS)

ITD supported file/print and directory services are provided by Microsoft file servers and Active Directory.

Almost all departments use Windows NT, Windows 2000, Windows 2003, and/or Linux to host their business applications.

2.1.3 Data Center Environment

The ITD Infrastructure division is responsible for supporting an IBM mainframe, Microsoft LAN servers, and a myriad of application specific and hosted customer applications and servers.

The Data Center is staffed 24/5 by operators in a physically secure facility with UPS power and generator backup. Operations staff provides support to the various hosts including mounting/removing tapes, scheduling, running jobs, etc.

Technical Support staff is available 7:00 AM until 5:00 PM, Monday through Friday to assist users with problems. Technical Support is also available after hours or on the weekend, on an on-call basis.

2.2 Major County Applications

The County supports eight (8) categories of major departmental applications. Most departments are exclusive to one category while others have a mix of applications from each category. The County's department application categories are:

1. Custom Mainframe Applications - Mainframe with 3270 emulation, custom developed applications supported by the Information Technology Department.
2. Custom PC/Mainframe Applications - Custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
3. Custom PC Applications - Custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
4. Custom Browser Based Applications – Custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
5. Custom Mobile Applications – Custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
6. Custom N-tier Applications - Client/Server (N-tier), custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
7. COTS Applications - Commercial Off-The-Shelf (COTS) applications, N-tier, supported by the Information Technology Department and/or distributed technical staff within Departments.

8. Lotus Notes Applications—Custom developed applications on the Lotus Notes/Domino platform, supported by the Information Technology Department and/or distributed technical staff within Departments.

2.2.1 Databases

Microsoft's SQL Server and IBM's DB2 are the two Information Technology Department supported enterprise-level databases. The future direction of ITD is towards SQL Server; however, the Information Technology Department currently supports DB2 databases on multiple platforms.

Information Technology Department supports Microsoft Access 2000 and later. Access databases are used to support smaller departmental applications as well as mobile application synchronization.

Many departments have implemented a variety of other databases (Sybase, Oracle, etc.) but these are not supported by the Information Technology Department.

2.2.2 Desktop Computer Support (DCS)

The DCS section of the Information Technology Department (ITD) supports a wide variety of industry-standard office automation and productivity tools.

Desktop and portable hardware are standardized on HP/Compaq products and the supported operating systems are Windows 2000, and Windows XP.

ITD fully supports the Microsoft Office 2000/XP Suite. The use of Corel Office Suite Versions 8, 9, 10, and 11 are being discouraged and ITD support for these products is limited.

2.2.3 Email and Groupware

The County is standardized on a Unix-based IBM Lotus Notes/Domino platform as its e-mail and enterprise collaboration tool. The Countywide Intranet and Internet are hosted on Lotus Domino, including the Intranet E-mail portal.

County employees primarily use the e-mail component of Lotus Notes along with some calendaring and e-Forms features. A limited number of custom Notes/Domino applications have been developed.

3 General Instructions

Vendors should read carefully the information contained herein and submit a complete response to all requirements and questions as directed.

Vendor's response to this Request for Proposal (RFP) will become part of the agreement. Price quotations and other time dependent information contained in the response shall remain firm for a minimum of ninety days (90) from the date the proposal response is received.

All costs associated with the development of the Vendor's proposal, vendor demos, travel, or any other costs or expenses incurred prior to awarding a contract are at the expense of the proposing Vendor and will not be reimbursed by the County.

The proposal should be prepared simply and economically, providing a straightforward, concise description of Vendor's ability to meet the requirements of the RFP. Emphasis will be on completeness, clarity of content, responsiveness to the requirements, and an understanding of San Luis Obispo County's needs as presented in the Request For Proposal. Vendor's proposal should contain only information that directly responds to the proposal.

Proposals should expressly state the offer, including all pricing. Proposals will remain in effect through the duration of the contract. In addition, all information presented in your proposal will be considered binding when a contract is developed (unless otherwise modified and agreed to by the County during subsequent negotiations).

The required written and electronic copies of the proposal must be submitted via mail, recognized carrier, or hand delivered. Facsimile ("FAX") proposals or E-mail proposals are not acceptable as a replacement for delivering the required printed copies in response to this Request for Proposal.

The selected vendor will be asked to provide evidence that County insurance requirements have been met. (See Appendix A – Sample County Contract.)

RFP responses and supporting documentation will become the property of San Luis Obispo County and will not be returned. San Luis Obispo County reserves the right to copy the materials for evaluation purposes.

The County reserves the right to reject any and all proposals if it determines that select proposals are not responsive to the RFP, or if the proposals themselves are judged not to be in the best interests of the County. The County reserves the right to negotiate with any or all Vendors regarding their proposals, and also reserves the right to select the firm representing their proposal, which in the judgment of the County, best accomplishes the desired results. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with firms at any time to gather additional information. Furthermore, the County reserves the right to delete or add terms up until the final contract signing, and will consider all costs and business terms to be negotiable and not artificially constrained by internal corporate policies.

San Luis Obispo County is under no obligation to award this project to the proposal that represents the lowest cost. Selection of a proposal will be based on a number of different factors. The County may also reject all proposals.

4 Tentative Schedule of Events

Event and Date
RFP Release Date: August 18, 2006

Pre-Proposal Question and Answer Period: Questions Due: September 11, 2006 Responses Given: October 2, 2006
Proposals Due (4PM PST): October 20, 2006
Screening Process Complete: November 9, 2006
Invited Vendor Demonstrations: December 11, 2006 to January 19, 2007
Finalist Selection: February 9, 2007
Contract Awarded: To be determined based on above timeframes

Note: Vendor demonstrations are an integral part of the selection process. Firms that cannot demonstrate their software during the dates prescribed by the County may be eliminated at the discretion of the County and other participants advanced. The County may use scripts to assist in assessing products. In that case, scripts will be distributed to firms that have been elevated for software demonstrations approximately two weeks in advance of the demonstrations.

5 Pre-proposal Question and Answer Process

Questions regarding this proposal process, project scope, and other RFP content should be submitted promptly. They must be submitted in writing and received by the County via email, recognized carrier, fax, or hand delivery no later than 4:00 p.m. PST on September 11, 2006. The county reserves the right to contact an inquirer to seek clarification of any inquiry received. The County reserves the right not to accept or respond to written inquiries that may lead to confusion or be deemed inappropriate for response.

5.1 What to include in an inquiry (question):

1. Your name, name of your firm, mailing address, area code/telephone number, email address, and fax number.
2. A description of the subject or issue in question or discrepancy found.
3. The RFP section and page number or other information useful in identifying the specific subject or issue in question.
4. Remedy sought, if any.

5.2 Submit inquiries using one of the following methods:

U.S. Mail, Hand Delivery, or Overnight Express:	Fax:	Email:
Questions RFP #926 County of San Luis Obispo Probation Department 2176 Johnson Ave San Luis Obispo, CA 93401	Questions RFP #926 County of San Luis Obispo Probation Department Attn: Brian Swanson Fax: (805) 781-1231	Questions RFP #926 Attn: Brian Swanson Email: bswanson@co.slo.ca.us

Vendors submitting inquiries are responsible for confirming the County receipt of the inquiry by the question deadline. To confirm the receipt of all faxed materials, call the County of San Luis Obispo, Probation Department at (805) 781-5300 and state that you wish to confirm your faxed transmission.

5.3 Verbal Questions

Because verbal inquiries are easily misinterpreted and cannot be easily disseminated in a standard fashion, verbal questions will not be accepted. Vendors must use the process described above to have questions accepted and answered.

5.4 Answer Posting

Submitted questions and their responses will be posted on the County Central Services Division Internet website at: <http://www.co.slo.ca.us/purchasing>, click on “Current Formal Bids and Proposals”. The County reserves the right to determine the appropriateness of comments and questions that will be posted on the website. Submitted questions will not identify the vendor who has posed it.

6 Vendor Selection Criteria**6.1 Initial Review**

The County will perform an objective and equal review of all proposals that are submitted on time and in accordance with the RFP instructions. Proposals that are submitted late will not be considered as will proposals that do not meet any required portion of the RFP. Proposals from vendors on a Federal or State “barment” list also will not be considered.

6.2 Scoring

The County will utilize an evaluation committee to score all proposals that pass the initial review. The evaluation criteria are as follows:

6.3 Demonstrations

The highest scoring proposals will be further examined with vendor product demonstrations. The County will invite a select number of vendors to personally demonstrate their products to a selection committee in person at a County location. The determination of which vendors are invited to perform a demonstration rests solely with the County.

6.4 Notifications

Vendors will be notified in writing of their proposal's status at the various stages of the evaluation process. The County reserves the right to reject any proposal without explanation at any stage of the evaluation process, and to enter into a contract with any vendor the County deems appropriate. The County reserves the right to engage in conversations with those vendors viewed as finalists.

7 Professional Services Request

In order to meet the project objectives and requirements, the County of San Luis Obispo is soliciting professional services from qualified vendors to provide and implement a fully functional, integrated Probation Case Management system. Therefore, vendors must supply application software with professional services as described below.

7.1 Installation Services Request

The vendor shall provide on-site installation of the vendor provided software within the County's hardware and system software as specified by the vendor. The County will provide a development computing environment (used for installation, configuration, and testing) and a production computing environment.

Installation services are requested for both the development and production environments. Installation shall be conducted in the development environment in collaboration with County technical staff with the goal being knowledge transfer from vendor to County staff. Installation in the production environment will be performed by County technical staff with support from vendor staff.

Note: The County will purchase and/or provide the required hardware and operating software, separate from this contract based on the specifications and recommendations provided by the awarded proposer.

7.2 Customization Services Request

The County believes there will not be a need for vendor software customization. However, if customization is required to meet County objectives and requirements, those customizations must be fully described and itemized by significant deliverables.

7.3 Implementation Services Request

The implementation must be performed in such a manner as to provide the least possible interruption of current operations. Once installed, the system must be made operational, compliant with County requirements, error-free, and able to process all converted data. Vendor is expected to propose implementation services for managing, facilitating, and providing technical services across the following implementation phases.

The implementation work effort is expected to be divided into the following five phases:

- Planning – The purpose of Planning is to develop and finalize a work plan and schedule for installation, data conversion, software configuration, application interfaces, and/or requirements/specifications for any required software customizations. The vendor shall provide system specifications and facilitate design meetings and documentation appropriate for the software being implemented. The vendor shall develop customer acceptance test scripts in collaboration with County staff.
- Environment Preparation – The purpose of Environment Preparation is to validate installation and configuration of hardware and operating systems in preparation for vendor software installation and acceptance.
- Implementation – All applications and systems will be made operational within the development computing environment. Vendor is expected to ensure that all data, programs, and files are successfully installed and operational. Vendor will facilitate and assist with data conversion and shall manage the cutover process to ensure there is no break in Probation Department services.
- Acceptance – Acceptance Testing involves scripted and ad-hoc testing of vendor provided application software in the development environment and includes parallel testing with any associated systems that the County deems necessary for acceptance of the software applications and computing environment configurations. The vendor shall facilitate appropriate testing of vendor application software, train County staff, and provide as-built technical documentation for all appropriate methods of installation, configuration, and process.
- Stabilization/Deployment – This phase involves the migration of all applications and system to the production computing environment. The team will complete and validate all interfaces, customizations, and configurations required to meet all County requirements. The goal will be to resolve all open issues, finalize all data conversions, and gain County acceptance of all applications and system within the production computing environment.

7.4 Training Services Request

Training shall be provided on-site at County training room facilities. The vendor shall provide training for those persons identified by the County as being system administrators (2-3 persons) and a group of twenty (20) persons identified as being Probation CMS Trainers. The County expects to provide a classroom training environment with twelve to sixteen workstations on a local area network.

- System Administration Training – This training shall include preventative maintenance, interface support, system file maintenance, user setup with access rights, troubleshooting, changing fields, database maintenance, and any other function normally associated with those persons granted administrator privileges.
- User Training – End user training shall be provided using a “train-the-trainer” model and is expected to include application navigation, functionality, and reporting.
- Manager Training – Manager training will include data structure, standard reporting, ad-hoc reporting, and data analysis.

Training services are expected to include printed instructional material, instruction on how to access web-based information available 24 hours a day (such as forums for clients, FAQs, documents available for download, etc.), and customer service via telephone/fax/email for reporting system problems.

7.5 Maintenance and Support Services Requested

The County of San Luis Obispo requests the proposing vendor provide narrative regarding their solution maintenance and support services offerings. The County is interested in a minimum of the following service offerings:

- Toll free telephone support Monday through Friday from 8:00 a.m. – 5:00 p.m. Pacific time
- Online support, including:
 - Online software and documentation update services for both client and server software
 - An online knowledge base of common problems and frequently asked questions
 - Availability 24 hours a day, 7 days per week.

8 Proposal Submission Format

Vendors are required to follow the proposal format specified in this section of the RFP. Non-conformance to this designated format may be considered grounds for disqualifying proposals.

Vendors may copy and paste sections of this document to facilitate the creation of their responses.

8.1 Offer Letter

Vendors must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- A statement that your company will perform the services, provide the equipment, and abide by the terms and conditions stated in the Request for Proposal and Vendor Response.
- A statement that you agree to the Terms and Conditions specified in Appendix A – Sample County Contract.
- A specification of who should be contacted in follow-up to your response along with their contact information.

8.2 Executive Summary

Vendors must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company has over your competitors.

8.3 Company Background

Vendor must provide their response to the following statements and questions in this section of their proposal.

1. Name of Company.
2. Name of Parent Company if applicable.
3. Company website address.
4. Number of Years Company has been in business.
5. Is your company registered with the California Secretary of State to do business in California?
6. Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number.
7. Gross revenue for the prior fiscal year (in US dollars). Provide in parenthesis () the percentage of gross revenue generated by implementation and licensing of your proposed software.
8. Is your organization anticipating any expansion or re-organization within the next year or two? If yes, please describe this.
9. How many employees in your company?
10. How many developers work on your proposed software?
11. How many Help Desk Support Staff support your proposed software?
12. How many trainers provide training on your proposed software?
13. How many Customers (not seats, but individual organizations) using your proposed software in a production environment?

8.4 Understanding of Scope of Project

Vendors must include a statement of their understanding of the requested project scope. Such understanding shall represent the vendor's expert knowledge of the functions, methods, and problems related to providing effective products and/or services as described in this RFP.

8.5 Proposed Software Products (Vendor Owned)

Describe the application software (list modules with descriptions) for the software proposed that is written by the proposing vendor.

8.6 Proposed Software Products (Third-Party Owned)

Describe all third party software (list modules with descriptions) for the software proposed which will be provided through a third party. If none are proposed, please state "Not Applicable." For each third-party product there should be a statement outlining whether the vendor's contract will encompass the third party product and/or whether the County will have to contract on its own for the product. The vendor should provide proof that it has access to the third-party software source code

(own or in escrow) and that the vendor has the ability to provide long-term support for the third-party software components of the proposed system.

8.7 Proposed Hardware Systems

Vendor must propose and specify the server, workstation, and other hardware systems required to run the proposed solution.

8.8 Exceptions to the RFP

All requested information in this RFP must be supplied. All exceptions should be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages and disadvantages to the County as a result of the exceptions. The County, at its sole discretion, may reject exceptions within the proposal.

8.9 Disentanglement

Vendors must warrant that in the event of any expiration or termination of the contract, the vendor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement providers of the product and/or services being terminated, without material impact on the County. Vendor shall agree to cooperate with the County take all steps reasonably required to assist the County in effecting a complete and timely disentanglement.

9 Proposed Professional Services

9.1 Installation services

Propose and describe the installation services that will be provided as part of the cost proposal.

9.2 Customization services

Propose and describe the customization services that will be provided as part of the cost proposal.

Use this section to provide a complete proposal of products and services required for successful delivery of any proposed Customizations and Options.

There must be a complete proposal provided in this section for each item the Vendor marked as "Custom" in the "Included" column of the completed Requirements Matrix.

9.3 Implementation services

Propose and describe implementation services, such as, data conversion, configuration assistance, and specialized consulting that will be provided as part of the cost proposal.

9.4 Training services

Propose and describe the training services that will be provided as part of the cost proposal.

9.5 Maintenance and support services

Vendor shall describe their proposed maintenance and support offering regarding the following requirements.

- Is a toll free number provided for problem reporting that serves as a single point of contact for the County?
- What is the Principle Period of Maintenance (PPM)? The County desires a PPM from 6 AM to 6 PM Monday through Friday (PST).
- Explain the support offering for non-PPM periods.
- Provide the response time offered from initial problem report to response.
- Describe standard escalation procedures with their associated time frames.
- Describe the capability for remote diagnostics and the equipment/software needed to provide the service.
- Provide a description of what is covered in the proposed annual maintenance agreement. The County expects that maintenance will include the cost for fixes and major release upgrades.
- Describe the quality control procedures used for ensuring that new releases are compatible with existing modules.
- Describe your incident tracking system and accessibility by County staff.

10 Vendor Response to Function and Technical Requirements Matrixes

The Requirements Matrix tables are contained in a separate document. Complete the tables and maintain the completed tables as a separate document.

The completed Requirements Matrix will be incorporated as part of the final agreement, so please include any comments, clarifications, or exceptions to the items listed in the Requirements Matrix as part of your response.

11 Proposal Characteristics**11.1 Change Management Methodology**

Vendors must propose and fully describe their proposed project change management methodology that includes:

- A brief description of Vendor's experience with change management.
- An explanation of the approach that will be utilized to help users adapt to change.

11.2 Project Management Capabilities

Effective project management is essential for a successful implementation. Vendors will be evaluated on the completeness and responsiveness of their project management plans and the qualifications of the project team assigned.

Provide project management information regarding the following:

- Brief description of experience with similar projects and technologies.
- Provide evidence of your firm's project management experience.
- Identify project team members and explain their qualifications (short bio for each).
- Propose how you will handle a situation where the County or Vendor wants to make a change to the scope of the project.

11.3 Proposed Project Implementation Plan

Vendors must provide a proposed project plan that covers the installation, training, and implementation for the entire estimated project scope.

- Document assumptions used in creating the proposed project plan.
- Describe the organizational structure and staff roles to be used for the project.
- Include roles and qualifications of personnel to be assigned and qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
- Include assumptions of the roles and time commitments that you expect to be provided by the County.
- The project plan must be well organized and include major milestones. Special consideration will be given to Vendors who propose a detailed project plan with sufficient breakdown of phases, activities, and tasks to demonstrate a complete understanding of the project.
- Propose the project completion criteria.
- Include the proposed number of on-site visits to the County of San Luis Obispo required to successfully complete the project.

11.4 Security Capabilities

Describe the security architecture and the level of security that is available when using the proposed solution.

11.5 Annual Resource Requirements Estimate

Provide an estimate of the number of full-time-equivalent staff required to support the proposed solution and group the estimate by roles. List staff skill sets required (i.e. if there are specific programming language or desktop software skills required.)

11.6 Upgrade/Patch Process

Describe the frequency and process for obtaining updates (patches) and upgrades (enhancement releases) for the proposed systems.

11.7 References

Provide five customer references using the format given here.

Public Sector experience is preferred. If a product vendor is different from the software integrator, the software integrator must provide at least three additional recent references where the integrator implemented the software being proposed. More weight will be given for references of those clients using the proposed software in the County's current computing environment: Microsoft Windows 2000/2003 with SQL Server database.

11.8 Warranty

A warranty is required for both the software and the implementation services, as specified below:

Software: The vendor shall warrant that the software will conform to the responses provided in the functional and technical requirements matrix. The detailed requirements responses will become part of the contract and will be warranted as such. The vendor must also warrant that the proposal includes all elements necessary to meet the requirements defined in the proposer's response. The response must also specify the duration of the warranty following final acceptance.

Implementation Services: The County also requires a warranty for implementation services for a minimum of 12 months after acceptance of the system.

11.9 Licenses

The County requires that licenses for software be perpetual and of a fixed price nature.

12 Cost Proposal

The proposed project costs must be quoted according to the following instructions and format. This embedded table includes amounts for illustration purposes only and is not intended to imply any expectation as to budget, quantity, or price.

Cost Proposal (EXAMPLE)			
DESCRIPTION	QTY	PRICE	TOTAL
Proposed Software Products (Vendor Owned)			
Software Name (Description) Product B	?	\$??,???.??	\$??,???.??
Software Name (Description) Product A	?	\$??,???.??	\$??,???.??
Software Name (Description) Product B	?	\$??,???.??	\$??,???.??
Total Proposed Software Products (Vendor Owned)			\$??,???.??
Proposed Software Products (Third-Party Owned)			
Software Name (Description) Product C	?	\$??,???.??	\$??,???.??
Software Name (Description) Product C	?	\$??,???.??	\$??,???.??
Software Name (Description) Product D	?	\$??,???.??	\$??,???.??
Total Proposed Software Products (Third-party Owned)			\$??,???.??
Proposed Hardware Systems			
Server Make/Model (Description)	?	\$??,???.??	\$??,???.??
Other hardware system description	?	\$??,???.??	\$??,???.??
Other hardware system description	?	\$??,???.??	\$??,???.??
Total Proposed Hardware Systems			\$??,???.??
Proposed Professional Services			
<i>Installation services</i>			
Install service description	?	\$??,???.??	\$??,???.??
Install service description	?	\$??,???.??	\$??,???.??
Install service description	?	\$??,???.??	\$??,???.??
<i>Total Installation services</i>			\$??,???.??
<i>Customization Services</i>			
Customization service description	?	\$??,???.??	\$??,???.??
Customization service description	?	\$??,???.??	\$??,???.??
Customization service description	?	\$??,???.??	\$??,???.??
<i>Total Customization Services</i>			\$??,???.??
<i>Implementation services (such as; data conversion, configuration assistance, and specialized consulting)</i>			
Implementation service description	?	\$??,???.??	\$??,???.??
Implementation service description	?	\$??,???.??	\$??,???.??
Implementation service description	?	\$??,???.??	\$??,???.??
<i>Total Implementation Services</i>			\$??,???.??
<i>Training services</i>			
Training service description	?	\$??,???.??	\$??,???.??
Training service description	?	\$??,???.??	\$??,???.??
Training service description	?	\$??,???.??	\$??,???.??
<i>Total Training Services</i>			\$??,???.??
<i>Maintenance and Support Services</i>			
Maintenance and support service description	?	\$??,???.??	\$??,???.??

Cost Proposal (EXAMPLE)			
DESCRIPTION	QTY	PRICE	TOTAL
Maintenance and support service description	?	??,???.??	??,???.??
Maintenance and support service description	?	??,???.??	??,???.??
<i>Total Maintenance and Support Services</i>			??,???.??
Total Professional Services			??,???.??
Expenses			
Reimbursable Expenses		??,???.??	??,???.??
Insurance Fee to Comply with County General Conditions		??,???.??	??,???.??
Total Expenses			??,???.??
TOTAL COST PROPOSAL			??,???.??

13 Exceptions to the RFP

List and explain any exceptions you have to this RFP.

14 Vendor Material and Additional Information

Use this section to include any other information you would like the County of San Luis Obispo to take into consideration when evaluating your proposal (i.e. Software License Agreement, Project Management Methodology, Staff Resumes, White Papers, Testimonials, etc).

Appendix A – Sample County Contract**CONTRACT****FOR****INFORMATION TECHNOLOGY SOLUTION**

THIS INFORMATION TECHNOLOGY SOLUTION CONTRACT (the “Contract”) is made and entered into by and between the County of San Luis Obispo (“County” or “Licensee”), a public entity in the State of California, and [VENDOR_NAME], a [STATE] Corporation (“Vendor” or “Contractor”).

WITNESSETH:

WHEREAS, County is in need of certain special computer software licenses, computing systems hardware and components, maintenance and support services, training services, and professional consulting services; and

WHEREAS, Contractor has the certain special computer software, the right to issue a license for the software and has qualified staff who are trained, experienced, expert and competent to provide special maintenance, support, training and professional consulting services for the appropriate fees and the terms and conditions hereinafter set forth; and

WHEREAS, Contractor has right to resell specified third party products identified herein; and

WHEREAS, Contractor has different skills and products than can be produced by County civil service; and

WHEREAS, in accordance with Government Code 31000 special administrative services may be contracted; and

WHEREAS, the purpose of this contract is to provide a comprehensive information technology solution for County departments, a special administrative service;

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein

1. General Conditions – The parties agree to the general conditions described in Exhibit A “General Conditions”, attached hereto and incorporated herein by reference as if set forth in full at this point.
2. Software License(s) – Contractor agrees to provide to County the software owned by the Contractor in accordance with the terms and conditions as set forth in Exhibit B “Software License(s)”, attached hereto and incorporated herein by reference as if set forth in full at this point.

3. Specified Third Party Products – Contractor agrees to resell to County specified third party products necessary for the successful delivery, installation, configuration, and full implementation of the Technology Solution in accordance with the terms and conditions as set forth in Exhibit C “Specified Third Party Products”, attached hereto and incorporated herein by reference as if set forth in full at this point.
4. Support and Maintenance Agreement – Contractor agrees to provide support and maintenance in accordance with the terms and conditions as set forth in Exhibit D “Support and Maintenance Agreement”, attached hereto and incorporated herein by reference as if set forth in full at this point.
5. Training – Contractor agrees to provide the training described in Exhibit E “Training”, attached hereto and incorporated herein by reference as if set forth in full at this point.
6. Professional Services – Contractor agree to perform professional services and the parties agree to the terms and conditions related to said professional services as governed by Exhibit F “Master Professional Services Agreement” with requirements specified in Exhibit F-1 “Statement of Work”, attached hereto and incorporated herein by reference as if set forth in full at this point.
7. Compensation – The parties agree to the compensation described in Exhibit G “Compensation”, attached hereto and incorporated herein by reference as if set forth in full at this point.
8. Special Conditions – The parties agree to the special conditions described in Exhibit H “Special Conditions” (if any), attached hereto and incorporated herein by reference as if set forth in full at this point.
9. Notices – Written notices required in this contract shall be provided to:

COUNTY
 Contact Name
 Contact Title
 County of San Luis Obispo
 Department Name
 Mailing Address Line
 San Luis Obispo, CA 93408

CONTRACTOR
 Contact Name
 Contact Title
 Company Name
 Mailing Address Line 1
 Mailing Address Line 2
 City, ST Zip

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below.

Nothing further follows except signatures.//

CONTRACTOR:

[VENDOR NAME]

A [STATE] Corporation

By: _____

Vendor Contact Name
Vendor Contact Title

Date

NOTARIZATION

STATE OF _____)

) SS.

COUNTY OF _____)

On _____ before me, (here insert name and title of the officer), personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My Commission Expires: _____

COUNTY:

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:

Approved as to form and legal effect.

JAMES B. LINDHOLM, Jr.
County Counsel

By: _____
Deputy County Counsel

Date

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

By: _____
Chair, Board of Supervisors

Date

ATTEST:

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

Date

EXHIBIT A – GENERAL CONDITIONS**1. Definitions**

- 1.1. “Acceptable Performance” means the Technology Solution demonstrably meets County’s performance requirements to the satisfaction of the County.
- 1.2. “Acceptance Criteria” means the Technology Solution demonstrably meets County’s requirements as defined in acceptance of test scripts or other acceptance criteria documentation.
- 1.3. “Component(s)” means any software, hardware, or other technology or technique required for the complete delivery of the Technology Solution.
- 1.4. “Named User” means any of County’s officers, agents, employees, contractors, aides, consultants, or commission members.
- 1.5. “Professional Services” means infrequent, technical, or unique functions performed by independent contractors or consultant whose occupation is the rendering of such services.
- 1.6. “Statement of Work” is a document that describes and defines the functional requirements, technical specifications, deliverables, pricing, and terms associated with an amount of work to be undertaken.
- 1.7. “Technology Solution (Solution)” means all software, hardware, computing environment components, and all other equipment or consumables required to provide a complete and automated system which meets all of the County’s requirements as defined herein.

2. Effective Date

- 2.1. This contract shall be effective as of the date of the signature of the County. The County shall be the last to sign this contract.

3. Termination for Convenience

- 3.1. Either party may terminate this contract at any time by giving the other party thirty (30) days written notice of termination. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services provided occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination.

4. Termination for Cause

- 4.1. If any of the following occur, either party shall have the right to terminate this contract effective immediately upon giving written notice to the other party. Rights or obligations of either party for services satisfactorily performed prior to the termination shall not be affected.
 - 4.1.1. Either party has failed to perform its duties in a timely and professional manner, and has not cured such failure within two working days after having received written notice thereof.
 - 4.1.2. Funds intended for use for compensation in this contract become unavailable for use for the purposes of this contract.

5. Status of the Parties' Officers/Employees/Agents

- 5.1. Contractor, its officers, agents, employees, contractors and subcontractors, shall at all times during this contract be independent contractors. Neither party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other party at any time. Nothing in this contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this contract; provided always, however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. No officer, employee, agent, partner, other contractor or subcontractor of the other party shall be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission or any other benefits which inure to or accrue to a County civil service employee. The only performance and rights due the other party are those specifically stated in this contract or existing as a matter of law.

6. Authority

- 6.1. Any individual executing this contract on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this contract on behalf of the Contractor, and that this contract is binding upon said Contractor in accordance with its terms.

7. Indemnification

- 7.1. Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor including, but not limited to the following:

- 7.1.1. Violation of statute, ordinance, or regulation
- 7.1.2. Professional malpractice
- 7.1.3. Willful, intentional or other wrongful acts, or failures to act
- 7.1.4. Negligence or recklessness
- 7.1.5. Furnishing of defective or dangerous products

- 7.1.6. Premises liability
 - 7.1.7. Strict Liability
 - 7.1.8. Violation of civil rights
 - 7.1.9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.
 - 7.2. It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.
8. Insurance
- 8.1. Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this contract. Such policies shall be maintained for the full term of this contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.
9. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES
- 9.1. The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:
 - 9.2. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")
 - 9.2.1. Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:
 - \$1,000,000 each occurrence (combined single limit);
 - \$1,000,000 for personal injury liability;
 - \$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this contract.
 - 9.3. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")
 - 9.3.1. Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto"

(Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this contract. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

9.4. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL")

This policy shall include at least the following coverages and policy limits:

- 9.4.1. Workers' Compensation insurance as required by the laws of the State of California; and
- 9.4.2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

9.5. PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")

- 9.5.1. This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this contract and for two (2) years thereafter with respect to incidents which occur during the performance of this contract). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

9.6. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

- 9.6.1. Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this contract. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

9.7. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- 9.7.1. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- 9.7.2. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this contract (CGL & BAL);

- 9.7.3. If the insurance policy covers an “accident” basis, it must be changed to “occurrence” (CGL & BAL);
- 9.7.4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
- 9.7.5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC /EL & PL);
- 9.7.6. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this contract (CGL); and
- 9.7.7. Deductibles and self-insured retentions must be declared (All Policies).
- 9.8. ABSENCE OF INSURANCE COVERAGE
- 9.8.1. County may direct Contractor to immediately cease all activities with respect to this contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor’s delay and expense. At the County’s discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.
- 9.9. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION
- 9.9.1. Prior to commencement of work under this contract, and annually thereafter for the term of this contract, Contractor, or each of Contractor’s insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. The County of San Luis Obispo shall be an additional named insured. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. Upon request, the County of San Luis Obispo is entitled to receive a copy of the whole policy and not just the “face sheet.” The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:
- Contact Name
Contact Title
County of San Luis Obispo
Department Name
Address Line
San Luis Obispo, CA 93408
- 9.10. The parties expressly agree that the indemnification and insurance clauses in this contract are an integrated part of the performance exchanged in this contract. The

compensation in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.

- 9.11. If Contractor fails or refuses to procure or maintain the insurance required by this paragraph or fails or refuses to furnish County with required proof that insurance has been procured and is in force and paid for, County shall have the right, at County's election, to forthwith terminate the contract.

10. Records

- 10.1. Contractor shall keep complete and accurate records for the services performed pursuant to this contract and any records required by law or government regulation and shall make such records available to County upon request.
- 10.2. Contractor shall assure the confidentiality of any records that are required by law to be so maintained. County and Contractor mutually agree to maintain as confidential all proprietary information which they may become aware of as a result of installing and maintaining the Solution or being on County premises in connection with installation, maintenance, training, or professional services.
- 10.3. Contractor shall prepare and forward such additional or supplemental records as County may reasonably request.

11. Accounting

- 11.1. Contractor shall maintain accounting records in accordance with generally accepted accounting principles. Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.
- 11.2. Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal, and payroll journal.
- 11.3. Contractor shall record costs in a cost accounting system that clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to County.
- 11.4. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to Contractor's cost accounting records.
- 11.5. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.
- 11.6. Contractor shall make accounting records and supporting documentation available on demand to County for inspection and audit. Disallowed costs shall be repaid to County. County may require at its own expense, an audit of Contractor's accounting records to be conducted by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

12. Cost Disclosure

- 12.1. Pursuant to Government Code section 7550, if the total cost of this contract is over \$5,000, Contractor shall include in all final documents and in all written reports

submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and sub-contracts relating to the preparation of such documentation or written report. The contract and sub-contract numbers and dollar amounts shall be contained in a separate section of such document or written report.

13. No Assignment of Contract

- 13.1. Neither party may delegate its rights or obligations under this contract and shall not assign or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other party. Any attempted assignment, transfer, delegation, hypothecation or subletting without the other party's prior written consent shall be null and void.

14. Applicable Law and Venue

- 14.1. This contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that issues of validity, interpretation and enforcement shall be governed and determined by the laws of the State of California. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

15. Severability

- 15.1. The invalidity of any provision of this contract shall not affect the validity or enforcement of any other provision of this contract.

16. Taxes

- 16.1. County will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Contractor's income), import duties and fees and charges of any kind levied or imposed by any federal, provincial, state or local governmental entity in connection with any services or software provided by Contractor to County. County agrees that if any of the foregoing taxes and charges are paid by Contractor, County will reimburse Contractor for the amount paid plus any related expenses incurred and interest assessed. If any taxes are required to be withheld, then County will pay Contractor an amount such that the net amount after withholding of such taxes will equal the amount that would have been otherwise payable under this Agreement.

17. Entire Contract and Modifications

- 17.1. This contract supersedes all previous contracts on the same subject and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective or binding unless in writing and signed in advance of the effective date by both parties.

EXHIBIT B – SOFTWARE LICENSE(s)

[License Agreement(s) included here]

EXHIBIT C – SPECIFIED THIRD PARTY PRODUCTS

The parties understand and agree that any contract between Contractor and a third party is not binding on the County. However any End User License Agreement (EULA) and terms and conditions therein shall be subject to the same limitations in Exhibit B “Software License(s)”, Paragraphs 4, 5, and 6.

1.

The Contractor is buying “off-the-shelf” software that contains a standard EULA from each software provider.

2.

The EULAs for each software vendor are numbered according to the named vendor and attached hereto and incorporated herein by reference in **Exhibit C-1 through Exhibit C-?**. Any clarifications or modifications to the software licenses shall be signed by the software vendor, attached to the software vendor’s EULA and incorporated herein by reference with the EULA. The County’s rights, privileges, benefits, warranties and other contractual expectations with respect to the software covered by a EULA are those specified in each EULA and run directly to the software provider. The Contractor makes no warranties or promises with respect to the EULAs. The Contractor acts as a pass-through on the EULAs provided by the software manufacturers.

3.

Each software provider’s software EULA contains terms and conditions. Each of those terms and conditions apply solely to that software vendor’s software and does not alter, amend, change, modify or supersede any other terms and conditions in this contract between the Contractor and the County. In the event of a conflict between or among contract terms and conditions and a EULA, the EULA shall control as between the County and the direct software vendor named above. The parties understand and agree that any other services, deliverables, or warranties under this contract that are not related to software shall be governed by the terms and conditions of this contract.

4.

Contractor shall provide, install, and configure the following 3rd party software from the vendors listed below:

5.

Exhibit C-1 – [VENDOR NAME]: Software description here...

6.

Exhibit C-2 – [VENDOR NAME]: Software description here...

7.

Add Exhibit C-1 through Exhibit C-? as needed here and following ...

EXHIBIT D – SUPPORT AND MAINTENANCE AGREEMENT

Insert contractor's Support and Maintenance agreement here...

Insert Contractor's training agreement here...

EXHIBIT F – MASTER PROFESSIONAL SERVICES AGREEMENT**1. Professional Services**

1.1 Contractor will perform the Professional Services listed in one or more statements of work, attached hereto and incorporated herein by reference as if set forth in full at this point.

1.2 Each Statement of Work will be governed by the terms of this Master Professional Services Agreement. In the event of any conflict between this Master Professional Services Agreement and a Statement of Work, the provisions of this Master Professional Services Agreement will prevail unless the Statement of Work expressly provides otherwise.

2. Change Control

2.1 In the event that County requires a change to the Professional Services specified in a Statement of Work, County will submit a change request in writing and Contractor will assess if additional charges will apply. Should additional charges apply, the parties must agree to them in writing before work can continue. Such changes must be agreed upon, in writing, by both parties and attached as an addendum to the Statement of Work and thereafter will form part of the Professional Services.

3. Projected Completion Date

3.1 The Professional Services will be provided by Contractor to County on or before the date(s) laid out in a Statement of Work. However, County acknowledges that the dates specified in a Statement of Work are the best reasonable estimates of Contractor for the time required to complete the Professional Services based on the information now available to Contractor.

3.2 Any delays in performance of Professional Services arising from failure of County to comply with the terms of Section 5 of this Master Professional Services Agreement will not be considered a breach or default of this Master Professional Services Agreement by Contractor.

3.3 In the event there is a delay in any facilities, materials or information required by Contractor to meet any particular projected completion date for the Professional Services, or any delay caused by failure by County to comply with the terms of Section 5, and such delay is beyond the reasonable control of Contractor then the projected completion date for that particular task will be delayed by at least as much time as the delay.

4. County Rules

4.1 Contractor agrees to comply at all times with County's reasonable rules and regulations regarding safety, security, and conduct of which Contractor has received prior notice.

5. Ownership of Software

5.1 Title to and ownership of all rights, including copyright and all other intellectual property rights, in and to Contractor's proprietary software licensed by Contractor to County under any agreement between the parties will at all times remain with Contractor. All enhancements, extensions, customizations, modifications and other derivative products to such software made as part of the Professional Services, will at all times remain with

County. Without waving any rights of ownership, County herein authorizes Contractor to use in any way which Contractor deems necessary or appropriate all enhancements, extensions, customizations, modifications, and other derivative products along with any ideas, concepts, know how, or techniques acquired or developed during the course of this Master Professional Services Agreement and any Statement of Work.

6. Covenants of County

6.1 County covenants and agrees with Contractor to provide upon reasonable request and at County's cost certain of its facilities, computer resources, software programs, personnel, and business information as will be required to perform any Professional Services within the time frames set out in a Statement of Work.

7. Compensation

7.1 County will compensate Contractor for the Professional Services to be provided under the terms of this Master Professional Services Agreement as detailed in any Statement of Work signed by the parties. Unless provided otherwise in any such Statement of Work, Contractor will submit invoices for charges and expenses hereunder on a monthly basis and County will make payment of each invoice within 30 days after receipt thereof.

7.2 County will reimburse Contractor for any reasonable out-of-pocket expenses incurred by Contractor during the performance of the Professional Services as detailed in any Statement of Work signed by the parties. Contractor will submit to County invoices and supporting documentation for such expenses and all expenses will not exceed the County's then current expense reimbursement guidelines.

7.3 In the event that a third party is retained, either by County or by Contractor, to perform a particular task that is not part of the Professional Services and this task delays Contractor's ability to complete all or part of the Professional Services prior to a particular projected completion date, Contractor will be compensated for the portion of the work that it has completed by that projected completion date.

8. Limited Warranty

8.1 Contractor warrants that all Professional Services will be performed with the skill and care which would be exercised by those who perform similar services at the time the Professional Services are performed, and in accordance with accepted industry practice. In the event of a breach of the express warranty contained herein and/or in the event of non-performance of Contractor, Contractor will, at no additional cost to County, re-perform or perform the Professional Services so that the Professional Services conform to this warranty.

9. Communications Regarding Professional Services

9.1 Communications between County and Contractor in coordinating their work efforts will be made verbally, provided they are reasonably part of working discussions. These communications include minor changes to schedules, methods, and designs that are intended to enhance the efficiency of the joint work effort and improve the final deliverable. Communications that involve changes to a Statement of Work must be made in writing.

10. Termination

10.1 This Master Professional Services Agreement and any Statement of Work may be terminated by either party upon one (1) day's written notice of such termination to the other party. In the event of any termination of this Master Professional Services Agreement and any Statement of Work, Contractor will cease providing the applicable Professional Services as soon as reasonably practicable and County will pay Contractor for all Professional Services provided to County and expenses incurred by Contractor for the period up to and including the effective date of termination.

11. Sub-Contractors

11.1 Contractor may, at its sole discretion, employ the use of sub-contractors to assist in performing the Professional Services.

12. General Conditions

12.1 To the extent there are conflicts between the general conditions in Exhibit G "General Conditions" and this Master Services Agreement, the terms and conditions of the General Conditions shall be controlling.

EXHIBIT F-1 – STATEMENT OF WORK

Insert the project's statement of work here...

EXHIBIT G – COMPENSATION**13. Maximum Compensation Amount**

13.1 The maximum amount of this contract shall not exceed \$xxx,xxx.xx .

Quantity	Item Description	Unit Cost	Amount
	Contractor's Software License	\$000,000.00	\$000,000.00
	Specified Third Party Products	\$000,000.00	\$000,000.00
	Support and Maintenance Agreement	\$000,000.00	\$000,000.00
	Training	\$000,000.00	\$000,000.00
	Professional Services	\$000,000.00	\$000,000.00
County will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Contractor's income), import duties and fees and charges of any kind levied or imposed by any federal, provincial, state or local governmental entity in connection with any services or software provided by Contractor to County.		Total	\$000,000.00

EXHIBIT H – SPECIAL CONDITIONS

To the extent there are conflicts between the general conditions in Exhibit G “General Conditions” and these Special Conditions, the terms and conditions of these Special Conditions shall be controlling.

Special Conditions here...